

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEBRASKA
OMAHA DIVISION**

In Re

**Rhonda Ann Pittman, fka
Rhonda Ann Claxton,
Debtor.**

Case No: 16-81108-TLS

Chapter 13

**Nationstar Mortgage LLC,
its successors and assigns,
Movant.**

**MOTION FOR RELIEF FROM
AUTOMATIC STAY**

Hearing date: 02/08/2017

Hearing time: 10:00 AM

**STIPULATED ORDER IN SETTLEMENT OF
THE MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

COMES NOW Movant, Nationstar Mortgage LLC, ("Movant"), by and through its attorney Jonathon B. Burford, and the Debtor, Rhonda Ann Pittman, fka Rhonda Ann Claxton, ("Debtor"), by and through her attorney, John T Turco, and enter this Stipulated Order ("Order") in settlement of the above referenced motion, with terms as follows:

- 1) Debtor has granted, and the parties hereto acknowledge, that Nationstar Mortgage LLC, has a valid, perfected security interest in certain real property commonly known as 6343 N 36 St, Omaha, NE 68111 (the "Property").
- 2) Debtor agrees that she was due and owing to Movant for 4 Post-Petition mortgage payments of \$660.60 each (November 01, 2016 through and including February 01, 2017), and Attorney fees of \$850.00 and Attorney costs of \$181.00, less a suspense balance of (67.20) totaling \$3,606.20, (the "Arrearage"), as of February 01, 2017.
- 3) Beginning March 01, 2017, and continuing the like day of each succeeding month thereafter, Debtor shall timely and fully make her regular monthly mortgage payments to Movant due on the 1st of each month, according to the terms of the Note.
- 4) From and after the date of entering this Order, Debtor shall continuously maintain and pay for adequate insurance on the Property and pay all taxes attributable to the Property when due.



5) On or before February 15, 2017, and in addition to the payment required under Paragraph 3 above, Debtor shall make a lump sum payment of \$1,000.00 to Movant, to be applied against the Arrearage, and Debtor shall cure the remaining amount of the Arrearage by making five (5) consecutive, additional, monthly payments of \$434.36 and one (1) consecutive, additional, monthly payment of \$434.40 to Movant due on the 15th of each month, commencing March 15, 2017.

6) Debtor shall send mortgage payments to the following address while in Bankruptcy, until/unless notified otherwise by Movant, or its successors and assigns:

Nationstar Mortgage LLC
PO Box 619094
Dallas, TX 75261

7) Debtor and Movant agree that if Debtor fails to timely or fully make either her regular mortgage payment, additional mortgage payments, maintain adequate insurance on the Property, or pay all taxes attributable to the Property, Movant shall notify Debtor and Debtor's counsel, in writing, of the material default. Debtor shall have fourteen (14) days from the date of such letter is mailed to cure said default IN FULL.

8) Debtor and Movant agree that if Debtor does not cure the default within the specified fourteen (14) days IN FULL, then Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing. In the event that a default does occur, Movant shall be entitled to collect all attorney fees and costs incurred in connection with such default.

9) Debtor and Movant agree that if Debtor, at any time after execution of this Stipulated Order, converts the instant Chapter 13 bankruptcy case to a case under Chapter 7, Movant shall notify Chapter 7 Trustee, Debtor and Debtor's counsel in writing, of the contractual arrearage due, if any. Debtor shall have fourteen (14) days from the date the letter is mailed to cure the contractual arrearage IN FULL.

10) Debtor and Movant agree that if Debtor does not cure the contractual arrearage within the specified fourteen (14) days IN FULL, then Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing.



11) Debtor and Movant further agree that if Debtor's instant Chapter 13 bankruptcy case is dismissed, this stipulated order shall no longer be binding upon the parties as of the date of dismissal, unless agreed to otherwise by the parties in writing.

12) Debtor and Movant agree that Movant's motion be and is hereby DENIED AS SETTLED.

So Ordered:

Dated: January 25, 2017

/s/Thomas L. Saladino

Honorable Judge Thomas L. Saladino
United States Bankruptcy Judge

By: /s/Jonathon B. Burford
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